



California Environmental Protection Agency
Air Resources Board



San Joaquin Valley
AIR POLLUTION CONTROL DISTRICT



MEMORANDUM OF AGREEMENT

between the

**UNITED STATES ENVIRONMENTAL
PROTECTION AGENCY,**

**STATE OF CALIFORNIA
ENVIRONMENTAL PROTECTION AGENCY,**

**STATE OF CALIFORNIA
AIR RESOURCES BOARD,**

**SOUTH COAST AIR QUALITY
MANAGEMENT DISTRICT,**

and

**SAN JOAQUIN VALLEY
AIR POLLUTION CONTROL DISTRICT**

for

**COORDINATION AND COLLABORATION ON
RESEARCH PROJECTS RELATED TO
NEW CLEAN AIR TECHNOLOGIES**

Preamble

The United States Environmental Protection Agency (USEPA), California Environmental Protection Agency (Cal/EPA), California Air Resources Board (ARB), South Coast Air Quality Management District (SCAQMD), and San Joaquin Valley Air Pollution Control District (SJVAPCD) (collectively, the "signatory agencies") are committed to coordination and collaboration on research projects and programs relating to the development, demonstration, and testing of new, sustainable technologies that have the potential to accelerate progress in attaining the National Ambient Air Quality Standards (NAAQS), to reduce public exposure to air toxics, and to reduce greenhouse gas emissions. The signatory agencies recognize the importance of technological advances in solving the extraordinary air pollution challenge faced by California, particularly the metropolitan Los Angeles (South Coast) and the San Joaquin Valley areas. The signatory agencies appreciate the benefits of expanding and institutionalizing their collaborative efforts in: (1) testing advanced technologies to verify feasibility and performance; (2) engaging in projects to further the development and practical implementation of extremely clean and efficient engines, equipment, fuels, and processes; and (3) advancing technologies that monitor and measure emissions levels.

Goal of this Memorandum of Agreement

The principal goal of this Memorandum of Agreement (MOA, or agreement) is to improve air quality by aligning agency research resources, where possible and appropriate, to evaluate innovative technologies that have the potential to reduce the emissions of pollutants and pollutant precursors, and to develop and assess new monitoring equipment that could improve the measurement of emissions from mobile and stationary sources of pollution.

Framework for Cooperation

As part of this agreement, the signatory agencies intend to coordinate research efforts with other public and private stakeholders, including other Federal departments and agencies and other State and local entities, in order to utilize the resources and capacities of a wide sector of government and the business community in projects to develop, demonstrate, and assess new technologies that can help achieve clean air goals.

While the signatory agencies resolve to maintain independence in the manner most consistent with its legislative authorization, resources, and overall research objectives, substantial opportunities exist for the agencies to work cooperatively where interests overlap. This MOA between the signatory agencies represents recognition of these overlapping interests and the intent of these agencies to develop a strong cooperative relationship regarding the development and evaluation of new environmental technologies. The signatory agencies have collaborated successfully on a variety of research and technology issues, and are convinced of the importance of furthering this collaboration to leverage each other's expertise.

Implementation of the Agreement

The Director of the Office of Policy Analysis and Review within the Office of Air and Radiation of USEPA, the Director of the National Risk Management Research Laboratory within the Office of Research and Development of USEPA, the Secretary for the Environment for the California EPA, the Executive Officer of ARB, the Executive Officer of SCAQMD, and the Air Pollution Control Officer of SJVAPCD may each appoint a liaison to serve as the ongoing point of contact for their respective agencies. These liaisons are to coordinate the objectives to be accomplished through this MOA and will schedule periodic calls and meetings to review progress, discuss potential coordinated or joint projects, pursue necessary resources, determine acceptable approaches to evaluate technologies, and develop partnerships with other public and private entities as needed to carry out the goals of the agreement. Progress on the agreement is to be reviewed annually in a meeting of the signatory agencies.

Management of the Agreement

To facilitate the administration of this MOA, the signatory agencies agree to establish a Clean Air Technology Working Group, to administer this MOA, provide for distribution of technical progress reports, provide coordination of public information releases, and provide for the preparation of annual status reports.

Forms of Collaborative Activities

In order to expand the research collaboration of the signatory agencies in the conduct of research related to air quality progress, collaboration under this MOA may include, but is not limited to, the following activities:

1. Creation of a Research Coordination Council with key representatives from each agency, academia, industry, and public groups that would meet periodically to review current information on emission reduction needs in California and other areas of the country and explore opportunities to develop and deploy technologies needed to address those challenges.
2. Exchange of information on research and development program plans and projects;
3. Consultation by senior policy and program officials for collaborative planning and execution of research and development programs;
4. Participation of scientists, engineers, analysts, and other specialists in agreed upon activities conducted at facilities of the signatory agencies, in accordance with necessary agreements governing the use of signatory agencies' facilities by other parties, their contractors, or their cooperators;
5. Routine exchange of current information on new technologies, including methodologies and results of ongoing research and development activities;

6. Organization of seminars and other meetings on agreed upon topics;
7. Joint projects in which the signatory agencies agree to share the research and development analysis and benefits and responsibilities and/or costs; and
8. Dissemination of information to a broad range of stakeholders on potential applications of new technologies to contribute to achievement of air quality goals.

Limitations of this Agreement

Nothing in this MOA authorizes or is intended to obligate the parties to expend, exchange, or reimburse funds, services, or supplies, or transfer or receive anything of value, or to enter into any contract, assistance agreement, interagency agreement, or other financial obligation. Any endeavor involving reimbursement or contribution of funds between the parties to this MOA will be handled in accordance with applicable laws, regulations, and procedures, and will be subject to separate subsidiary agreements that will be effected in writing by representatives of the parties.

The agencies' participation in this MOA is subject to the availability of appropriated funds. The activities undertaken in connection with the agreement are not intended to provide services to the Federal government, and Cal/EPA, ARB, SCAQMD, and SJVAPCD agree that they will not seek compensation from a Federal agency for this work. This MOA does not negate any existing legal right or requirements, nor does it create any new legal rights, benefits, obligations, or requirements, substantive or procedural, under State or Federal law, or equity.

Non-Endorsement

The parties to this agreement may make factual statements to the public which describe their cooperation with EPA. However, nothing in this MOA shall be construed as an EPA endorsement of the purchase or sale of any products or services. The parties to this agreement agree not to make statements to the public in news releases, publications, on web sites or any other media that imply EPA endorsement of their products or services. During the term of this Agreement, the parties agree not to initiate or distribute any press releases, publicity matters or other promotional materials related to or referencing the subject matter of this agreement without prior approval of the other party.

Intellectual Property

The parties agree that any copyrightable work created jointly by the parties from the activities conducted under this MOA may be copyrighted by one of the parties. A party claiming copyright in such works hereby grants to each other party to this MOA a royalty-free, nonexclusive, irrevocable right to reproduce, distribute, make derivative works, and publish or perform the work(s) publicly, or to authorize others to do the same on its behalf. The parties also agree that rights to any inventions made under this MOA will be determined in accordance with United States patent law.

Confidential Business Information

To carry out the joint activities described in the MOU, a party may need to disclose confidential business information to other parties. Confidential business information is defined as information that an affected business claims to be confidential and is not otherwise available to the public. Each disclosing party agrees to clearly identify confidential business information disclosed to other parties in writing, and to clearly memorialize in writing, within a reasonable time, any confidential information initially disclosed orally. Each receiving party agrees not to disclose, copy, reproduce or otherwise make available in any form whatsoever to any other person, firm, corporation, partnership, association or other entity information designated as confidential without the consent of the disclosing party except as such information may be subject to disclosure under the Freedom of Information Act (5 U.S.C. 552), and regulations thereunder (40 C.F.R. Part 2) or as otherwise required by law.

Use of Official Logos

A party that wishes to display another party's official seal or other identifying mark or insignia on any materials it creates under this MOA must first obtain the approval of the party that owns the official seal, mark or insignia.

Commencement/Duration/Modification/Termination

This MOA is to take effect upon the signature of all parties and remain in effect for a period of five years. This MOA may be revised or extended at any time upon the mutual consent of the signatories. Any signatory can terminate this MOA at any time by providing the other signatories with notice in writing at least sixty (60) days prior to the desired termination date. No penalties, other damages, or further obligations will result from termination.

We agree with the provisions outlined in this MOA and commit our agencies to implement them in a spirit of cooperation and mutual support.

For the U. S. Environmental Protection Agency, Office of Research and Development

Sally Gutierrez
 So Sally Gutierrez, Director,
 National Risk Management Research Laboratory

7/3/08
 Date

For the U. S. Environmental Protection Agency, Office of Air and Radiation

Rob Brenner
Rob Brenner, Director, Office of Policy Analysis and Review

7/9/08
 Date

For the U. S. Environmental Protection Agency, Region 9

Wayne Nastri
Wayne Nastri, Regional Administrator

July 9, 2008
 Date

For the California Environmental Protection Agency

Linda S. Adams
Linda S. Adams, Secretary for Environmental Protection

7/9/08
 Date

For the California Air Resources Board

James Goldstone
James Goldstone, Executive Officer

7/8/08
 Date

For the South Coast Air Quality Management District

Barry Wallerstein
Barry Wallerstein, Executive Officer

7/9/08
 Date

For the San Joaquin Valley Air Pollution Control District

Seyed Sadredin
Seyed Sadredin, Air Pollution Control Officer

7/9/08
 Date